

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

LUWANDA TABRON; BARRY TABRON

Plaintiff,

v.

CONDADO DUO LA CONCHA SPV LLC;
INTERNATIONAL HOSPITALITY
SERVICES, INC.; CHUBB INSURANCE
COMPANY OF PUERTO RICO

Defendant

Civil No. 25cv1101

**Personal Injury; Diversity; Jury Trial
Demanded**

COMPLAINT

TO THE HONORABLE COURT:

COME NOW Plaintiffs, Luwanda Tabron and Barry Tabron, by and through their undersigned counsel, hereby file this Complaint against Condado Duo La Concha SPV, LLC, International Hospitality Services, Inc., and Chubb Insurance Company of Puerto Rico, and allege as follows:

PARTIES

1. Plaintiff Luwanda Tabron is a resident of Sterling Heights, Michigan.
2. Plaintiff Barry Tabron, the spouse of Luwanda Tabron, is a resident of Sterling Heights, Michigan.
3. Defendant Condado Duo La Concha SPV, LLC is a limited liability company organized under the laws of Delaware, with main offices located at Popular Center, 19th Floor, 208 Ponce de León Ave., San Juan, Puerto Rico, and owns Hotel La Concha.

4. Defendant International Hospitality Services, Inc. is a corporation organized under the laws of Puerto Rico, with main offices located at 65 Washington St., Condado, San Juan, Puerto Rico, and operates Hotel La Concha.

5. Defendant Chubb Insurance Company of Puerto Rico is a licensed insurance company providing liability coverage for Condado Duo La Concha SPV, LLC, and International Hospitality Services, Inc.

JURISDICTION AND VENUE

6. This Court has jurisdiction pursuant to 28 U.S.C. § 1332, as the matter in controversy exceeds \$75,000, exclusive of interest and costs, and the parties are citizens of different states.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the events or omissions giving rise to this claim occurred in this district.

FACTUAL ALLEGATIONS

8. On On August 22, 2024, Plaintiff Luwanda Tabron was dropped off by her husband, Plaintiff Barry Tabron, at Hotel La Concha in San Juan, Puerto Rico.

9. Plaintiff was walking towards the entrance of Serafina Restaurant, located on the hotel premises, when she encountered debris, including hundreds of small palm tree seeds, in the walkway.

10. The palm tree seeds were extremely slippery when stepped on, creating a hazardous condition.

11. There were no warning signs or barriers in place to alert Plaintiff or other guests to the dangerous condition.

12. As Plaintiff approached the entrance, she slipped on the palm seeds and debris, causing her to fall and suffer severe injuries.

13. Immediately after Plaintiff's fall, hotel staff began removing the debris and palm seeds from the walkway.

14. Plaintiff was transported to Ashford Hospital for emergency medical treatment.

15. As a result of the fall, Plaintiff Luwanda Tabron suffered:

- a. A quadriceps tendon tear requiring surgical repair;
- b. Pain, swelling, and loss of mobility in her right knee;
- c. Permanent scarring and physical impairment;
- d. Significant medical expenses for surgery, rehabilitation, and follow-up treatments;
- e. Emotional distress and loss of enjoyment of life.

16. On September 16, 2024, Luwanda Tabron underwent surgery to repair her quadriceps tendon on her right leg.

17. Plaintiff Barry Tabron has suffered a loss of consortium due to the injuries sustained by his spouse.

18. Plaintiffs seek judgment against Defendants for:

- a. Medical expenses incurred and to be incurred;
- b. Lost income and earning capacity;
- c. Pain, suffering, and emotional distress;
- d. Loss of consortium;
- e. Any other damages the Court deems just and proper.

**COUNT I – NEGLIGENCE (Against Condado Duo La Concha SPV, LLC and
International Hospitality Services, Inc.)**

19. Plaintiff incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

20. Defendants owed a duty of care to maintain the premises in a reasonably safe condition and to warn guests of any known hazards.

21. Defendants breached their duty by:

- a. Allowing debris and palm seeds to accumulate in a high-traffic area;
- b. Failing to post adequate warnings of the hazardous condition;
- c. Failing to properly inspect and maintain the premises;
- d. Negligently removing the debris only after Plaintiff's fall.

22. As a direct and proximate result of Defendants' negligence, Plaintiffs have suffered the injuries and damages described herein.

COUNT II – DIRECT ACTION (Against Chubb Insurance Company of Puerto Rico)

23. Plaintiff incorporates the allegations contained in the preceding paragraphs as if fully set forth herein.

24. Pursuant to Puerto Rico's direct action statute, Plaintiffs have a right to bring claims directly against the insurer of the property owner and operator for the negligence and liability of their insured.

25. Defendant Chubb Insurance Company of Puerto Rico is liable for the damages sustained by Plaintiffs, up to the limits of its policy coverage.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- a. An award of damages in an amount to be determined at trial, but exceeding \$75,000;
- b. Prejudgment and post-judgment interest as permitted by law;
- c. Costs and attorney's fees;
- d. Such other and further relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED, in San Juan, Puerto Rico, this 18th day of February,
2025.

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